

Hawkeye CC

UE (Support)

7/1/2005 6/30/2007

MASTER AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF
HAWKEYE COMMUNITY COLLEGE

AND

THE UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA UE
LOCAL 855

TWO YEAR CONTRACT
2005-2007

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ARTICLE 1
RECOGNITION AND DEFINITIONS

Section A – Unit

The Board of Trustees of Hawkeye Community College hereby recognizes the United Electrical, Radio and Machine Workers of America (UE Local 855) as the sole exclusive bargaining representative for all full- and part-time classified employees as set forth in the PERB certification Case No. 5750. Excluded from the bargaining unit are all supervisors, managerial and confidential employees.

Section B – Definitions

The term "Employer" as used in this agreement shall mean Hawkeye Community College Board of Trustees, Merged Area (Education) VII or its duly authorized representative. "Employee" shall mean either a full-time or part-time employee. Full-time employees are those employees regularly scheduled to work thirty (30) to forty (40) hours per week. Part-time employees are those employees regularly scheduled to work twenty-nine (29) hours or less per week. Probationary employees are those employees who have not completed their ninety (90) day probationary period. The terms "Union" or "UE" shall mean the United Electrical, Radio and Machine Workers of America Local 855. PERB as used in this agreement shall mean the Public Employment Relations Board.

ARTICLE 2
DUES DEDUCTION

Upon written notification by the employee, the Employer agrees to deduct regular union dues not to exceed two (2) deductions a month in accordance with the Constitution and Bylaws of the Local Union, from the wages of each employee who authorizes such deductions in writing on forms provided by the Union. Dues deduction will be made on a fiscal year basis.

The Employer shall remit the amount of dues so deducted to the Financial Secretary-Treasurer of UE Local 855 on a semi-monthly basis, along with a report listing the names of all individuals from whom it deducted dues.

An employee's dues deduction shall be terminable according to the provisions of Section 70A.19, Code of Iowa, 1993.

No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

ARTICLE 3

SENIORITY

Section A – Definition

Seniority shall be based on length of service from the date of original hire for all job classifications covered by this Agreement. Any time spent in non-classified job classifications after July 1, 1998 shall not be included in an employee's seniority. Any employee hired on a temporary basis and then hired into a permanent position shall have their seniority date calculated from their most recent hire date as a temporary employee.

The Employer shall furnish the Union with an up-to-date seniority list upon the effective date of this agreement and every July 1st thereafter.

ARTICLE 4

GRIEVANCE PROCEDURE

Section A – Purpose and Definition

1. The purpose of this Article is to secure, at the lowest possible step, equitable solutions to grievances.
2. A grievance is defined as an allegation of a violation, misapplication, or misinterpretation of the terms of this agreement. A grievant is an employee, group of employees or the Union who is filing a grievance.

Section B – General Provisions

Time limits may be extended by mutual consent, in writing, between the Union and the Employer. The parties shall not unreasonably refuse extensions of time limits. Should the College fail to answer the grievance within the time limits, the grievance shall automatically move to the next step. Grievances affecting employees in more than one department or involving policy questions may be initiated under Step Two.

All grievances reduced to writing by the Union, as well as management responses, shall be signed by the appropriate representatives of the parties.

Section C – Representation

The Employer recognizes the right of the Union to designate a steward or stewards to handle Union business. The Union shall furnish the Employer with written notification of all stewards by July 1 of each year. Employees may consult with a steward during working hours relative to a grievance matter with supervisory approval.

The employee will be represented by the Union at all steps of the grievance procedure except the initial meeting at Step One. The grievant and the steward will be in pay status

during meetings with the Employer related to grievance matters. A representative of the National UE may participate in Step Three meetings at the Union's discretion.

An employee shall have the right to have a steward present in any meeting or discussion with a supervisor which he/she believes may lead to discipline.

Section D – Discipline and Discharge

Non-probationary employees shall not be disciplined or discharged except for just cause.

Section E – Procedure

(1) Step One – Immediate Supervisor

Any employee who has a grievance may, at the employee's option, discuss the grievance with the employee's immediate supervisor, with or without a steward, in order to resolve the matter before reducing the grievance to writing. The employee shall bring the grievance to the employee's supervisor as soon as possible, but not later than ten (10) working days after becoming aware of the event giving rise to the grievance. If the matter has not otherwise been resolved, the grievance may be reduced to writing and filed with the immediate supervisor within ten (10) working days after becoming aware of the event giving rise to the grievance. The supervisor will arrange a meeting between the supervisor, the employee and the steward to be held within five (5) working days after receiving the written grievance. The supervisor will submit a written answer to the Union and the grievant within five (5) working days after the meeting.

(2) Step Two – Vice President

If the grievance is not settled at Step One, the Union may refer the grievance to the Vice President of the appropriate division within ten (10) working days after the date of the supervisor's written reply at Step One. The Vice President shall arrange a meeting between the grievant, the steward and the Vice President to be held within three (3) working days from the time the grievance is referred to Step Two. The Vice President will submit a written answer to the grievance to the Union and the grievant within five (5) working days after the meeting.

(3) Step Three – President

If the grievance has not been settled at Step Two, the Union may refer the written grievance to the President or his/her designee within ten (10) working days after receiving the Vice President's written answer at Step Two. The President or the President's designee shall arrange for a meeting with the grievant, the Union and the President or the President's

designee to be held within ten (10) working days from the time the grievance is referred to Step Three. The President or the President's designee shall furnish the Union and the grievant with a written answer within ten (10) working days after the conclusion of the Step Three meeting. If the answer is unsatisfactory, the grievance procedure shall be deemed "exhausted" and the Union may request arbitration in accordance with the procedures outlined in Step Four – Arbitration.

(4) Step Four – Arbitration

In the event the disposition of the grievance is not satisfactory to the Union, the Union may refer the grievance to final and binding arbitration by giving written notice to the President or his/her designee within thirty (30) calendar days after receipt of the Employer's final answer in Step Three.

The arbitrator shall be selected from a panel of five (5) supplied by the Public Employment Relations Board (PERB) with each party alternately striking one name. The remaining arbitrator shall hear the grievance. In accordance with this grievance and arbitration procedure, such arbitrator shall not have the power or authority to add to, subtract from, or in any manner change the terms and conditions of this collective bargaining agreement. The award of the arbitrator shall be final and binding on the Employer, the Union and the employees involved.

The costs for the services of the arbitrator including per diem expenses, if any, his/her actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be paid equally by the Employer (50%) and the Union (50%). Any other expenses incurred shall be paid by the party incurring the expenses.

ARTICLE 5

STAFF REDUCTION PROCEDURES

(LAYOFF AND RECALL)

Section A - Procedures

In making decisions as to reduction of staff, the Employer shall consider attrition and resignations. In the event the Employer determines that a layoff is necessary the following procedures shall apply:

1. Layoffs shall be by seniority within job classifications within a department with the least senior employee being laid off first.
2. Probationary employees and part-time employees shall be laid off first.

3. Each affected employee will be provided with written notice at least thirty (30) working days prior to the effective date and a copy delivered to the Union.
4. An employee who does not possess sufficient seniority at the time of layoff to remain in his/her classification may bump the least senior employee in another classification provided they have previously held that classification.

Section B – Recall

All employees on layoff status covered by this agreement shall be recalled by classification with the employee having the highest seniority being recalled first before new employees are hired. The classifications to which a laid off employee shall be recalled are those classifications held by that employee at the time of layoff or at any time since their date of hire with the employer. An employee laid off under the above procedures shall have recall rights for one (1) year from the effective date of the layoff. When employees are recalled pursuant to this Article, the Employer shall give the employee(s) written notice of such recall by certified mail to the employee's last known address. In the event that an employee has not notified the College to accept recall within ten (10) working days of receipt of notice, the employee's recall rights will be forfeited.

ARTICLE 6

TRANSFER PROCEDURES

Section A – Voluntary Transfer

1. **Definition.** A vacancy is defined as an Employer approved decision to increase the bargaining unit or fill a bargaining unit position vacated by the previous employee filling that position, for which there is no qualified person on layoff to fill the position.
2. **Job Postings.** All vacancies will be open and posted for ten (10) full working days. The Employer shall post unit vacancies in all buildings and provide a copy to the Union's President. All vacancies shall also be advertised in *Hawkeye Happenings*. Each job posting shall contain the job title and brief description of the job duties, qualifications, length of job (school year or calendar year), the hours scheduled for each day, job grade, and the application deadline date.
3. **Eligibility Limitations.** Employees who have not received any discipline in the last six (6) months are eligible to apply for a transfer to a vacant position.
4. **Request for Transfer.** An employee who wishes to apply for a transfer to a vacant position must, for each such position, either file a new application or update the most

current application on file with Human Resource Services and file any position-specific application documents and supplemental information regarding the employee.

5. **Consideration.** At the end of the ten (10) day posting period, all employees who have followed the procedure set forth in subsection 4 above and meeting the qualifications will be considered for the position as set forth in subsection 6 below.
6. **Selection.** The Employer will determine if an employee possesses the posted qualifications. The Employer will determine the number to be interviewed from all applicants, including employees. The Employer will interview the applicants from all sources, including employees, based upon the applicants' scores on the applicant scoring forms.

In the event that the procedure in the first paragraph of this subsection 6 does not include at least one employee applicant, the employee applicant who meets the minimum qualifications and has the highest score on the applicant scoring form among all employee applicants will be interviewed. If two (2) or more employee applicants share that highest score, the most senior employee will be interviewed.

The Employer will determine the most qualified applicant from the group of all qualified applicants.

7. **Notification.** In the event an employee is denied an interview because the employee did not meet minimum qualifications, written notification to the employee shall specify which minimum qualification(s) the employee did not possess. Employees who are not awarded the position and the Union President shall be notified in writing within three (3) working days from the date the position is filled.

ARTICLE 7

HOURS OF WORK

Section A – Work Week

The normal work schedule for all full-time employees, except Public Safety Officers, shall be forty (40) hours, excluding lunch periods, for five (5) consecutive days in a seven (7) day period. The normal work week schedule for all full-time Public Safety Officers shall be forty (40) hours, excluding lunch periods, for five (5) days in a seven (7) day period. The normal work day shall be eight (8) hours, excluding lunch periods. Supervisors may initiate alternate work week schedules with the agreement of those employee(s) affected. An

employee's start and stop times will be established at the time of hire. Changes will be implemented by the Employer only when there is a legitimate business need for the change and after discussion with the employee.

Full-time employees shall have a thirty (30) minute lunch period scheduled and taken around the middle of the work day. A full-time employee shall be permitted one paid fifteen (15) minute break during the first half of the day and one paid fifteen (15) minute break during the second half of the day. Fifteen (15) minute breaks shall be scheduled and taken at the approximate mid-point of each four (4) hours worked, except where unforeseen circumstances require otherwise, in which case the break will be taken when the circumstances allow. A part-time employee shall be permitted one paid fifteen (15) minute break for each half day worked. Employees working more than eight (8) hours in a day will be permitted an additional paid fifteen (15) minute break for each additional four (4) hours worked.

Where two or more employees occupy the same job with the same hours of work and the hours of one employee are permanently reassigned, the most senior employee shall have shift preference.

Section B – Overtime

Time and one-half (1½) of an employee's regular hourly rate shall be paid for all paid time worked in excess of forty (40) hours per week.

For the purposes of computing overtime, the workweek shall begin each Sunday.

Maintenance, Custodial, Food Service and Public Safety Employees will be listed on separate overtime sign-up sheets with the employees with the greatest seniority at the top of each list. Thereafter, employees at the top of the list will have the first opportunity for approved overtime, and approved overtime will be worked by the first eligible employee accepting the assignment. Approved overtime for which no volunteer exists will be assigned to the most junior employee on each list who has not performed overtime in the current rotation. When an employee works at least eight (8) hours of overtime, the employee's name will be removed to the bottom of the overtime list.

Overtime lists shall be posted on a bulletin board for each classification. Overtime lists shall be updated monthly and shall include seniority order of employees and hours of overtime worked.

All overtime shall be approved in advance by the employee's supervisor.

Section C – Compensatory Time

Employees, if they so choose, may opt to bank one and one-half (1½) hours of compensatory time for each hour of overtime worked instead of receiving paid time and one-half (1½). This option may only be used at the employee's request and with the approval of the employee's supervisor.

The scheduling of compensatory time shall be approved in the same manner as vacation requests. An employee may bank up to forty (40) hours of compensatory time. Compensatory time shall be used within (6) pay periods of being earned or it shall be paid.

If an employee leaves employment at Hawkeye Community College, the employee shall be paid for any unused earned compensatory time.

Section D – Call-In Pay

Employees who are called in to work outside of their regular work hours shall be guaranteed no less than two (2) hours of work or pay at the applicable overtime rate.

Section E – College Closing and Delays

In the event a campus is closed by the college, or its opening is delayed due to weather or other unforeseen events, employees prevented from working at their campus because of the closing shall be entitled to their scheduled day's pay. All employees who are designated to work all or part of a day when their campus is closed, except Public Safety Officers, shall receive equivalent paid time off to be used on or before June 30 of that year at times scheduled in the same manner as vacation requests. Employees working second or third shift shall contact a designated voice mail number for reporting instructions.

Section F – Monthly Union Meetings

Upon request, and with one week's notice to the employee's supervisor, second shift employees will have their schedules adjusted once per month to allow them to attend monthly union meetings.

ARTICLE 8

LEAVES OF ABSENCE

Section A – Paid Leave

Beginning each fiscal year, employees shall be entitled to the following paid leaves of absence. Full-time employees shall be paid for eight (8) hours at their regular rate for each paid leave day. All leaves in this Article may be taken in quarter (1/4) day increments. Part-

time employees shall not be eligible for Personal Leave. For other leaves, part-time employees shall be paid only for the hours that the employee was scheduled to work.

1. Personal Leave

Annual Accrual – Full-time Employees:

<u>Years of Employment:</u>	<u>Number of Personal Days:</u>
1 – 5	2
5 +	3

Full-time employees shall receive two (2) personal leave days per fiscal year. In the first year of employment, employees starting prior to January 1 shall receive two (2) personal leave days and employees starting after January 1 shall receive one (1) personal leave day. Upon completion of five (5) years of employment, full-time employees shall receive one additional personal day.

Personal leave days may be used between July 1 and June 30 at the discretion of each employee. The employee shall give at least one day advance notice to his/her supervisor, although no reason need be given. Personal leave days may be used with vacation or holiday breaks with the approval of the employee's supervisor. These days may not be accumulated if they are not used prior to July 1. Personal leave requests shall not be unreasonably denied.

2. Bereavement Leave

In case of death(s) in the immediate family, a full-time employee may be granted up to a maximum of five (5) days of paid leave per fiscal year. Such leave will not be charged against sick leave, nor shall it be cumulative. The immediate family shall be interpreted as: spouse, parent, step-parent, child, step-child, sister, brother, grandchild, grandparents, step-grandchildren and comparable relatives of current spouse.

The College may grant up to an additional five (5) days of paid leave under this section in those circumstances where one of the combinations of death occur within the same year:

1. Spouse/Child
2. Spouse/Parent
3. Child/Parent
4. Parent/Parent
5. Child/Child

A maximum of one (1) day paid leave per fiscal year with full pay may be granted to attend funerals of other relatives (such as aunts, uncles, nieces, nephews, cousins, and comparable in-laws of present spouse). Such leave will not be charged against sick leave, nor shall it be cumulative.

3. Critical Illness Leave

In case of critical illness of a member of a full-time employee's immediate family, a maximum of five (5) days of paid leave per fiscal year shall be granted by the College to allow the employee to attend the family member. This leave is NOT for routine health care at home.

The criteria for critical illness which must be met is:

Immediate family member is under the personal care of a licensed doctor/physician for a medical emergency situation, surgical (inpatient or Ambulatory) procedure, hospitalization, or life-threatening situation. (Note: A doctor's/physician's written statement may be required prior to approval of this leave, except in cases of emergency, in which case the doctor's/physician's statement will be provided as soon as is reasonably possible.)

The immediate family shall be interpreted as spouse, child, step-child, parent, step-parent, grandparent, brother, sister, parents of current spouse, grandchild or step-grandchild, in each case under the primary care of the employee. These absences shall not be charged against temporary disability leave.

4. Jury Duty Leave

If an employee is notified that the employee's name has been drawn for jury service, the employee shall notify his or her supervisor so that it may be determined whether working conditions permit his or her absence from work. The College encourages employees to carry out their responsibilities as citizens in this regard whenever circumstances permit.

Employees shall be excused by the employee's supervisor with full pay for jury duty with the stipulation that any remuneration for such duty will be refunded to Hawkeye Community College. However, the employee may keep the monies they receive for travel, parking and meal costs.

If the absence of the employee would cause a hardship, the employee and the President or designee shall request that the employee be excused from service. If the court denies the request, the employee shall be excused with full pay.

This section would also apply if the employee were called upon or subpoenaed to testify for the Board of Hawkeye Community College.

5. Union Leave

Up to four (4) days of paid Union Leave shall be granted to the Union at the beginning of each fiscal year for members to attend local, district or national Union business. The Local President or Union Representative shall designate the individuals and dates involved by notifying the Employer at least five (5) calendar days prior to said leave. Union leave is subject

to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

Section B – Unpaid Leaves of Absence

1. Good Cause

Employees may be granted up to one year of unpaid leave for good cause, including for the purposes of Union business. The decision to grant or deny such leave shall be at the discretion of the President or designee. Such requests shall be made in writing.

NOTE: Before going on leave without pay, all appropriate accumulative leave balances must be used. (Except: family medical leave requests and unpaid Union leave requests of less than one month.)

Disability insurance is not available to employees on leave without pay. All other insurance may be maintained at the employee's expense if the duration of the good cause leave/leave without pay exceeds one calendar month.

ARTICLE 9

TEMPORARY DISABILITY LEAVE

(SICK LEAVE)

Section A – Accrual

All full-time employees shall accrue paid temporary disability leave days according to the following schedule:

<u>Years of Employment</u>	<u>Number of Days Accrued</u>
First Year	10
Second Year	11
Third Year	12
Fourth Year	13
Fifth Year	14
Sixth Year	15
Each Year Thereafter	15

Unused temporary disability leave days shall be accumulated from year to year up to one hundred and five (105) days. Maximum carryover = 105 days. Maximum usage = 120 days.

Section B – Usage

Employees may use their accrued temporary disability leave in quarter (1/4) day increments. Temporary disability leave may be used for illness, accident, injury, or other temporary disabilities including a doctor's order not to work and time spent for delivery of a child and recovery. The Employer may require a written statement from a physician for

absences of over three (3) consecutive days or for ongoing illnesses or disabilities or for absences due to illness or injury on the day before or the day after a holiday(s).

Section C – Temporary Disability Leave (Sick Leave) Pay

Full-time employees shall be paid for (8) hours at their regular hourly rate for each day of temporary disability leave. Part-time employees shall receive paid time off as defined in Article 12 (Part-time Employee Paid Time Off). An employee who is unable to work because of personal illness or disability and who has exhausted all temporary disability leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year. If an employee leaves employment at the College, unused cumulative sick leave shall be lost and shall not be paid out to the employee. If an employee is laid off, that employee shall retain his or her sick leave accumulation for use if the employee is returned to employment at Hawkeye Community College.

Section D – Extended Medical Leave Bank

There will be established an Extended Medical Leave Bank to be used by any employee covered by this contract who elects to participate.

Participation in the Extended Medical Leave Bank will be on a voluntary basis and each participating employee's contribution will be made in the form of three (3) days of Temporary Disability Leave from her/his current allocation of Temporary Disability Leave days each year and in the form of any Temporary Disability Leave Days which have been accumulated in excess of one-hundred and fifteen (115) days as of the end of the fiscal year. The days contributed to the bank become the property of the bank and are non- returnable to the employee. Human Resource Services will conduct the initial sign up. Thereafter, employees who wish to enroll must notify the College on or before June 1st each fiscal year. The Extended Medical Leave Bank application will continue from year to year unless revoked in writing by the employee on or before June 1st of the fiscal year in which the revocation is to be effective.

The use of sick leave days from the bank will be limited to eligible employees who have exhausted her/his personal sick leave without being eligible for social security disability. Use of days from the bank will be based on a full day use basis, e.g., everyone eligible will draw each full day until the total days in the bank have been exhausted. The following schedule shall govern the disbursement of days from the bank:

Years of Employment

1 – 3

4 – 6

7 +

Temporary Disability Leave Days

up to 10

up to 15

up to 20

Assets of the Extended Medical Leave Bank will accumulate and the following year's bank will consist of the days carried over plus the current year's participation. Within thirty (30) calendar days of the end of each fiscal year, the College will provide a report to the Union indicating the total number of days in the bank at the end of the previous fiscal year, the total number of days used in the previous fiscal year, and the names of the employees participating in the bank at the end of the previous fiscal year.

ARTICLE 10

VACATION SCHEDULE

Section A – Annual Accrual

Years of Employment

1 – 3

4 – 6

7+

Number of Vacation Days

10

15

20

Vacation may be taken in quarter (1/4) day increments.

Section B – Accumulation

Vacation days may be accumulated to one and one-half (1½) times the current annual rate. Vacation requests shall not be unreasonably denied.

Section C – Vacation Pay

Full-time employees shall be paid for eight (8) hours at their regular hourly rate for each vacation day. Part-time employees shall receive paid time off as defined in Article 12 (Part-time Employee Paid Time Off).

Section D – Changing Vacation Leave to Another Status

Once vacation leave has been approved, it may only be changed to another status under one or more of the following circumstances:

1. The request to change is made prior to the first date of vacation leave.
2. There is a death covered by bereavement leave (Article 8, Section 2).
3. The employee taking vacation leave is hospitalized before or during the vacation period.
4. The employee taking vacation leave is on sick leave or long term disability leave prior to and during the approved vacation time.
5. Other good cause leave as approved by the President.

Section E – Compensation for Unused Vacation

If the employee resigns or is discharged he/she will be compensated for any unused accrued vacation on his/her final paycheck.

ARTICLE 11

HOLIDAY SCHEDULE

The following paid holidays are established for all full-time employees:

1. Independence Day, July 4th
2. Labor Day – First Monday in September
3. Thanksgiving Day – Fourth Thursday in November
4. Day following Thanksgiving
5. Christmas Eve
6. Christmas Day
7. New Year's Eve
8. New Year's Day
9. Martin Luther King, Jr. Day
10. Friday of Spring Break
11. Memorial Day – Last Monday in May
12. Six (6) additional days to be used as unspecified holidays.

These days will be requested and taken in the same manner as vacations.

Conflicting requests among qualified employees will be granted based on seniority.

Should one of the above days fall on either a Saturday or Sunday, the preceding Friday or following Monday will be designated as a paid holiday; provided, however, if this procedure would otherwise designate the first work day following the winter holiday break, the preceding Friday or Thursday shall be designated as a paid holiday instead.

Section A – Holiday Pay

Full-time employees shall be paid for eight (8) hours at their regular hourly rate for each holiday. In addition to straight time for the holiday, time and one-half (1½) will be paid for all hours worked on such holidays.

Section B – Holidays During Vacation

Employees on vacations shall receive pay for the holiday and shall be entitled to an additional day off if the holiday falls within this period of vacation.

ARTICLE 12

PART-TIME EMPLOYEE PAID TIME OFF

The College shall provide forty (40) hours of paid time off to each part-time, non-probationary employee who averages 20-29 hours per week for vacation, holidays, and temporary disability leave pay. This leave may be taken in two (2) hour increments. This leave will be prorated according to the first day of employment after the ninety (90) day probation in an employee's first year of employment. Maximum carryover = 10 hours. A current part time employee hired as a full time employee will be allowed to carry over up to ten (10) hours of temporary disability leave (sick leave) into full time employment. Paid time off requests shall not be unreasonably denied.

ARTICLE 13

INSURANCE

Section A – Full-time Hospitalization/Dental

Each full-time employee shall receive seven hundred dollars (\$700) per month in Fiscal Year 2005-2006 and seven hundred seventy dollars (\$770) in Fiscal Year 2006-2007.

To be applied as follows:

- a. A single comprehensive group health insurance program which has a point of service option, in-network benefits of \$10 co-pay for office visits (no deductible or co-insurance), out of pocket maximum of \$1,000/\$2,500 and \$5/\$10/\$25 co-pay prescription drug benefit. (Benefit levels established using John Deere Health Choice 10.)
Or
- b. A single comprehensive group health insurance program with in network benefits of a \$10 co-pay for office visits, \$250/\$500 deductible for other network medical treatment with 90%/10% co-insurance, out of pocket network maximums of \$1,000/\$2,500, and \$5/\$10/\$25 co-pay prescription drug benefit. (Benefits levels established using John Deere Health Choice with deductible.)
Or
- c. A single HMO health insurance program with in-network benefits of \$10 co-pay for office visits (no deductible or co-insurance), out of pocket maximum of \$1,000/\$2,500 and \$5/\$10/\$25 co-pay prescription drug benefit. (Benefit levels established using John Deere Health Select 10.)
Or

- d. A single HMO health insurance program with in-network benefits of \$10 co-pay for office visits, \$250/\$500 deductible for other in-network medical treatment with a 90%/10% co-insurance, out of pocket network maximums of \$1,000/\$2,500, and \$5/\$10/\$25 co-pay prescription drug benefit. (Benefit levels established using John Deere Health Select with deductible.)

Or

- e. A single HMO insurance program with in-network benefits of \$20 co-pay for office visits, \$1,000/\$2,000 deductible for other in-network medical treatment with an 80%/20% co-insurance, out of pocket maximums of \$2,500/\$5,000, and prescription drugs at \$10/\$30/\$45 co-pay prescription drug benefit. (Benefit levels established using John Deere Health Select 20.)
- f. A single dental program. (Ameritas Dental Plan 3 used to establish benefit levels.).
- g. Employees who have worked an entire fiscal year (July 1 – June 30) shall thereafter have the option to withdraw (opt out) from health and/or dental insurance coverage while still keeping the remainder of the health and dental insurance allowance. Persons electing to withdraw from health insurance coverage must provide annual proof of coverage elsewhere. The monthly withdrawal contribution for Fiscal Year 2005-2006 is two hundred and twenty dollars (\$220) for health and five dollars (\$5) for dental. The monthly withdrawal contribution for Fiscal Year 2006-2007 is two hundred and seventy dollars (\$270) for health and five dollars (\$5) for dental. Once withdrawn from the plan, coverage can be added again under certain conditions. In general, if coverage is to be added outside of the health insurance renewal period, then it must be due to an approved life status event.

Section B – Full-time Employee Optional Benefits

With any remaining monies after the above purchases, the employee may choose among the following benefits:

- a. Dependent health insurance
- b. Dependent dental insurance
- c. Additional life insurance as offered by the insurance company
- d. Cash (tax-sheltered annuity available through employee agent and payroll office)

If the employee opts for more insurance benefits than the allowance provides for, the employee shall pay the additional cost through payroll deduction.

Section C – Full-time Employee Family Recalculation Clause

In connection with the annual open enrollment for health insurance, the College will calculate the total monthly amount collected from the opt out maintenance fee. This recalculation shall remain controlling for the entire contract year immediately following the time of recalculation. The aggregate monthly cost of single vision coverage for all full-time bargaining unit employees is first to be deducted from the total monthly opt out maintenance fee cost. Any remaining dollars from the total monthly opt out maintenance fee cost shall be divided by the number of bargaining unit employees choosing the family health insurance option and applied toward the family insurance plans. This additional allowance may not be taken as cash or put into a tax sheltered annuity. The College and the Union shall review actual enrollment changes at the end of the contract year (June 30) and shall adjust the following year's opt out maintenance calculation accordingly. On a semi-annual basis, the Union and the Employer shall review the enrollment reports, opt-out lists of all families receiving recalculation dollars, and a list of all vision insurance enrollees.

Section D – Part-time Employee Benefits

Part-time employees who are scheduled to work at least twenty (20) hours per week, or who on an annual average work at least twenty (20) hours per week shall receive \$31.68 per month in Fiscal Year 2005-2006 and Fiscal Year 2006-2007. The amount to be used for the purpose of purchasing health or dental coverage. Single vision insurance is mandatory and must be deducted from the amount. Any money not spent on health, dental, or vision insurance may not be taken as cash or put into a tax sheltered annuity.

Section E – Other Full-time Employee Benefits

- (1) **Life** - The College shall purchase a life and accidental death and dismemberment program for full-time employees. The policy shall provide benefits equal to the annual salary rounded up to the nearest thousand dollars and then two times. The College shall pay the cost of such insurance.
- (2) **Long-term Disability** – The College shall purchase a long-term disability program for all full-time employees, which shall provide a maximum benefit of 60% of an annual salary to a maximum of \$5,000.00 per month after a sixty (60) day waiting period. The College shall pay the cost of such insurance.
- (3) **Optional Life Insurance** - A full-time employee may purchase up to an additional \$100,000 worth of life insurance with carrier approval. The full-time employee shall pay the total cost of this insurance by monthly payroll deduction.

(4) **Optional Dependent Life Insurance** - A full-time employee may purchase a \$2,000 dependent life insurance policy with carrier approval. The full-time employee shall pay the total cost of such premium by monthly payroll deduction.

(5) **Section 125** – The College shall offer the employee the Internal Revenue Section 125 option, which allows salary reduction for the following:

1. Medical and dental Insurance Premiums
2. Medical Expense Reimbursement
3. Dependent/Child Care

(6) **Vision Coverage** – The College shall make available to each full-time bargaining unit employee a single coverage vision care plan with the provider and benefit levels as established by the College. The premium for single vision coverage shall be paid by the employee through the use of opt out maintenance fees and, if necessary, through payroll deduction from all bargaining unit employees' paychecks. Full-time bargaining unit employees also have the option of purchasing family vision coverage through payroll deduction.

General Provisions – A full-time employee shall be eligible for insurance benefits the first of the month following his/her first month of employment.

Insurance shall cease upon the termination of duties.

All insurance programs are subject to the terms and conditions of the Insurance carriers.

The College shall provide the above life insurance and long-term disability benefits at a level no less than in effect prior to this agreement.

ARTICLE 14

WAGES

Section A – Classifications and Rates

The Union and the Employer agree to maintain the current system of job classifications, listed in Appendix A.

Section B – Wage Increases

All employees will receive a \$.43 per hour wage increase for Fiscal Year 2005-2006 and \$.37 per hour wage increase for Fiscal Year 2006-2007.

Section C – Starting Wages

Starting wages for each job grade are listed in Appendix A.

Section D – Shift Differential

Employees working second shifts (beginning at or after 2:30 p.m.) shall be paid \$.15 per hour over his/her regular hourly rate for all hours worked on those shifts. Employees working third shifts (beginning at or after 9:00 p.m.) or weekend shifts shall be paid \$.20 per hour over his/her regular hourly rate for all hours worked on those shifts. Such pay shall be an add-on and not used in calculating holiday, vacation, or other leave payments.

Section E – Reclassifications/Transfers

If an employee's position is reclassified to a higher pay grade, the employee shall receive a five (5) percent increase per pay grade or the starting wage for the new pay grade, whichever is higher. If an employee's position is reclassified, or an employee transfers to a lower pay grade, the employee shall retain his/her previous wage.

ARTICLE 15

SUPPLEMENTAL PAY

Section A – Travel Expenses

Employees who may be requested to use their automobiles in the performance of their duties shall be reimbursed for such travel at the Board approved rate.

Section B – Workshops and Seminars

In situations where an immediate supervisor requires attendance, Hawkeye Community College will reimburse the full tuition for workshops and seminars.

ARTICLE 16

HEALTH AND SAFETY

Hawkeye Community College will endeavor to maintain safe working Conditions. Employees shall be responsible for reporting unsafe working conditions to their immediate supervisor, the Public Safety Coordinator or the Vice President of their division. The College shall make available to the employees all information as it becomes available and/or required by law.

Section A – Safety Equipment

The Employer has the right to require protective clothing, equipment and devices. Any item required by the Employer or the law shall be provided by the employer.

Section B – Uniforms

Maintenance Services employees shall be provided five (5) uniform shirts. Food Service employees shall be provided five (5) uniform shirts. The College will provide laundry

services. The College shall provide Public Safety Officers four (4) full uniforms plus the current upkeep allowance of \$60.00 per month based on a 40-hour work week, prorated accordingly for part-time employees. If a Uniform becomes unwearable, an employee may turn it in to the College and the College shall provide a replacement uniform. The College shall make the Selection of the uniform style from a recognized vendor with input from the affected employees.

Section C – Radios

The Employer shall provide enough radios so that there is at least one Radio in each major building where employees work on second and third shifts. Floating radios will be available for employees required to work in other buildings. If the employee who currently keeps the radio leaves employment at Hawkeye, the most senior employee in the building shall be given the radio.

ARTICLE 17

EVALUATION

Section A – Notification

Within thirty (30) working days of employment, the Employer will acquaint new employees with the evaluation procedure.

Section B – Probationary Employees

A new employee shall be evaluated at least once prior to the completion of the ninety (90) days in probationary employment.

Section C – Required Evaluations

Employees shall be evaluated at least once a year by their supervisor within a period of ninety (90) days after the employment anniversary date. Evaluation forms shall include criteria related to job description. Any employee not receiving an annual evaluation will be automatically rated a three (3.0).

Section D – Evaluation Procedures

1. Conference and Copy

A copy of each evaluation shall be given to the employee and a conference shall be held between the employee and the supervisor. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation but only that the employee has seen the report and has been provided a copy.

2. Responses

Within ten (10) working days after the evaluation conference, the employee may submit to the evaluator a copy of his/her remarks pertaining to his/her evaluation. Both parties shall sign this document and one copy shall be attached to the evaluation report and placed in the employee's personnel file. An Employer's signature does not necessarily mean agreement with the response.

Section E – Remediation

Where the employee's performance is in need of improvement, the supervisor will so note in the written evaluation, and offer suggestions for improvement.

Section F – Personnel File: Review, Response and Copying

Each employee shall have the right to review the contents of his/her personnel file. A representative of the Union, at the employee's request, may accompany the employee in the review. An employee shall be given a copy of any additional material placed in his/her personnel file. The employee shall have the right to reproduce any of the contents of his/her file.

Section G – Evaluation Grievances

Performance evaluations shall be fair and reasonable. Performance evaluations having a rating below the competent level (less than three [3.0]) may be grieved under the Grievance Procedure (Article 4). Performance evaluations shall not be used for determining wage increases.

ARTICLE 18

TRAINING

The Employer shall determine the appropriate training for employees.

Training shall be considered as hours of work except an employee who is directed to attend a conference, seminar, workshop, schooling, and other types of activities will have only the appropriate number of hours (maximum of eight) counted as hours of work in a day of such activity. The Employer shall have the sole discretion to approve the payment of tuition course work requested by the employee to improve his/her job skills. All costs associated with training required by the Employer shall be paid by the Employer.

ARTICLE 19

UNION COMMUNICATIONS

The Union shall have exclusive access to a portion not less than one-sixth (1/6) of each of the eighteen (18) campus bulletin boards to post materials.


The Union shall have access to campus mail for the purpose of communication with bargaining unit members and for conducting Union business. When sending out mailing to the entire bargaining unit, the Union will presort the mailings by building. The Union will not send out more than twelve (12) mailings per year to the entire bargaining unit.

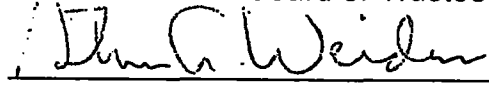
The Union shall be allowed to communicate with employees using existing employee e-mail addresses.

ARTICLE 20
DURATION AND SIGNATURE

This Agreement shall be effective July 1, 2005 and shall continue in effect until June 30, 2007. The parties hereby agree that the preceding articles represent the entire collective bargaining agreement as negotiated by them.

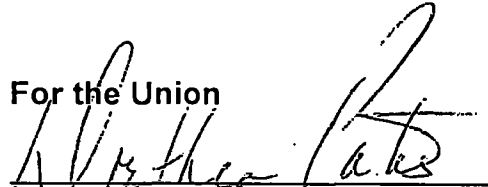
For the Board



Mark Birdnow
Chairman of the Board of Trustees


Steven A. Weidner, Chief Negotiator

For the Union



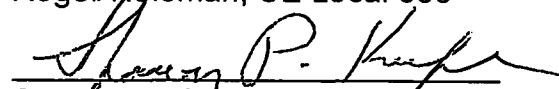
Doretha Pates, UE Local 855



Sylvia Kelley, UE Chief Negotiator



Roger Holeman, UE Local 855



Shawn Keefe, UE Local 855



John Rochholz, UE Local 855

Dated: June 28, 2005

APPENDIX A - CLASSIFIED POSITIONS

Grade	<u>FY2005-2007</u> Hourly and Annual* Starting Wage	Title
12	\$8.19/hr. \$17,035.20 annually	Cashier (part-time)
		Custodial Maintenance Worker
		Data Entry Operator (part-time)
		Food Service Worker/Cashier
		Grounds Maintenance Worker
13	\$8.93/hr. \$18,574.40 annually	Public Safety Officer
		Switchboard Operator (part-time)
14	\$9.68/hr. \$20,134.40 annually	Software Specialist (part-time)
		Clerk II
		Account Clerk I
		Child Care Assistant
		Mail Courier (part-time)
15	\$10.07/hr. \$20,945.60 annually	Tool Crib Attendant
		Dental Clinic Specialist (part-time)
		Library Reference Assistant (part-time)
		Library Technician
		Maintenance Worker II
		Photo Technician
		Printer I
		Receptionist / Switchboard Operator
		Secretary
16	\$10.48/hr. \$21,798.40 annually	Vehicle Maintenance Technician
		Account Clerk II
		Financial Aid Specialist I
		Administrative Assistant - Maintenance Services
		Partsroom Clerk
17	\$10.52/hr. \$21,881.60 annually	Records Evaluator
		Specialist
18	\$10.56/hr. \$21,964.80 annually	Maintenance Worker III
		Account Clerk III
		Account Clerk III – MIS Operator
		Employment Assistance Specialist
19	\$10.67/hr. \$22,193.60	Financial Aid Specialist II
		Colleague Software Support
		Computer Operator
		Distance Learning Technician
		Microcomputer Specialist
20	\$11.43/hr. \$23,774.40 annually	Program Assistant (part-time)
		Maintenance Specialist
21	\$12.17/hr. \$25,313.60 annually	Accounting Assistant
22	\$12.94/hr. \$26,915.20 annually	Graphic Artist
		Printer II
23	\$13.91/hr. \$28,932.80 annually	Carpenter
24	\$14.89/hr. \$30,971.20 annually	Boiler Operator
		HVAC Specialist
		Electrician
N/A	\$7.10/hr.	Van Driver (Federally funded grant)

*Based on 2080 hours worked